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The parties agree to incorporate this Letter of Understanding to express their intentions relative to the application of Article 12.

2. In those departments where the parties agree in secondary negotiations to layoff units larger than a county, provisions of Article 12, Section F, relating to reassignments to adjust the work force after a layoff shall be a proper subject for secondary negotiations.

During negotiations in 1991 the parties discussed provisions of Article 12, Section C relating to out-of-line seniority layoff and recall to maintain an affirmative action program approved by MEEBOC or its successor. The parties understand and agree that such provisions shall be applied in accordance with current law.

During negotiations in 1995, the parties discussed concerns raised by the Union regarding Article 14, Section E, Meal Periods, as it applies to the Department of Corrections and Department of Community Health Huron Valley Center employees. It is not the Employer's intent to reduce the employee's meal period. Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate meal break. Application of this letter shall be a proper subject for secondary negotiations.

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**Letter of Understanding
Article 43**

The parties agree to review in the Joint Health Care Committee the Blue Cross/Blue Shield AIDS rider which was discussed during negotiations. Upon mutual agreement it will be offered to employees with the cost of the rider to be paid by the employee.

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**Letter of Understanding
Article 43 Compensation Section X Safety Shoes**

The parties agree that in lieu of an annual reimbursement of up to \$100 for the actual cost of required safety shoes, an employee may elect to receive a reimbursement of up to \$200 for the actual cost of required safety shoes once every two years. This provision shall become effective January 1, 2003.

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**Letter of Understanding
Article 53
Drug Testing**

The parties agree that in the Department of State Police, Motor Carrier Officer Recruits shall be subject to a six panel drug test once during recruit school.

**Letter of Understanding
Implementation of the Family and Medical Leave Act**

Except as otherwise provided by specific further agreement between the undersigned exclusive representative and the Office of the State Employer, the following provisions reflect the parties' agreement on implementation of the rights and obligations of employees and the Employer under the terms of the Family and Medical Leave Act ("FMLA" or "Act") as may be amended and its implementing Regulations as may be amended which took effect on April 6, 1995, for the Labor & Trades and Safety & Regulatory Bargaining Units.

When an employee takes leave which meets the criteria of FMLA leave, the employee may request to designate the leave as FMLA leave or the Employer may

1 designate such leave as FMLA leave. This applies when the employee requests an
2 unpaid leave or is using applicable leave credits.

3
4 1. Employee Rights. Rights provided to employees under the terms of the
5 collective bargaining agreement are not intended to be diminished by this Letter
6 of Understanding. Contractually guaranteed leaves of absence shall not be
7 reduced by virtue of implementation of the provisions of the Act.

8
9 2. Employer Rights. The rights vested in the Employer under the Act must be
10 exercised in accordance with the Act unless modified by the provisions of the
11 applicable collective bargaining agreement.

12
13 3. Computation of the "twelve month period". The parties agree that an eligible
14 employee is entitled to a total of twelve (12) work weeks of FMLA leave during
15 the twelve (12) month period beginning on the first date the employee's parental,
16 family care, or medical leave is taken; the next twelve (12) month period begins
17 the first time leave is taken after completion of any twelve (12) month period.

18
19 4. Qualifying Purpose. The Act provides for leave with pay using applicable leave
20 credits or without pay for a total of twelve (12) work weeks during a twelve (12)
21 month period for one or more of the following reasons:

22
23 a. Because of the birth of a son or daughter of the employee and in order to
24 care for such son or daughter (parental leave);

25
26 b. Because of the placement of a son or daughter with the employee for
27 adoption or foster care (parental leave);

28
29 c. In order to care for the spouse, son, daughter, or parent of the employee, if
30 such spouse, son, daughter or parent has a serious health condition as defined
31 in the Act (family care leave);

32
33 d. Because of a serious health condition, as defined in the Act, that makes the
34 employee unable to perform the functions of the position of the employee
35 (medical leave).

36
37 5. Information to the Employer. In accordance with the Act, the employee, or the
38 employee's spokesperson if the employee is unable to do so personally, shall
39 provide information for qualifying purposes to the Employer.

40
41 6. Department of Labor Final Regulations and Court Decisions. The parties
42 recognize that the U.S. Department of Labor has issued its final regulations
43 implementing the Act effective April 6, 1995. However, the Employer may make
44 changes necessitated by any amendments to the Act and regulations or
45 subsequent court decisions. The Employer shall provide timely notice to the
46 Union and opportunity for the Union to discuss the planned changes. Such

1 discussions shall not serve to delay implementation of any changes mandated by
2 law.

3
4 7. Complaints. Employee complaints alleging that the Employer has violated rights
5 conferred upon the employee by the FMLA may be taken to the Appointing
6 Authority, its designated representative or to the U.S. Department of Labor.
7 However, complaints involving the application or interpretation of the FMLA or its
8 Regulations shall not be grievable under the collective bargaining agreement.

9
10 8. Eligible Employee. For purposes of FMLA family care leave, eligible employees
11 are those employees who have been employed by the Employer for at least
12 twelve (12) months and have worked at least 1,250 hours in the previous twelve
13 (12) months. An employee's eligibility for contractual leaves of absence remain
14 unaffected by this Letter of Understanding, however, such leaves will count
15 towards the employee's FMLA leave entitlement after the employee has been
16 employed by the Employer for at least twelve (12) months and has worked 1,250
17 hours during the previous twelve (12) month period. Where the term "employee"
18 is used in this Letter of Understanding, it means, "eligible employee". For
19 purposes of FMLA leave eligibility "employed by the Employer" means "employed
20 by the State of Michigan."

21
22 9. Twelve Work Weeks During a Twelve Month Period. An eligible employee is
23 entitled under the Act to a combined total of twelve (12) work weeks of FMLA
24 leave during a twelve (12) month period.

25
26 10. General Provisions.

27
28 a. Time off from work for a qualifying purpose under the Act ("FMLA leave")
29 will count towards the employee's unpaid leave of absence guarantees as
30 provided in the collective bargaining agreement. Time off for family care
31 leave will be as provided under the Act.

32
33 b. Employees may request and shall be allowed to use accrued annual or
34 personal leave to substitute for any unpaid FMLA leave.

35
36 c. The Employer may designate a Leave of Absence under Plan C of the
37 Voluntary Work Schedule Adjustment Program ("VWSAP") as an FMLA
38 leave if the employee provides information to the Employer that the leave
39 is for a qualifying purpose under the Act, prior to the end of the leave. A
40 Plan A reduced work schedule under the VWSAP may be designated by
41 the Employer as an FMLA leave, if the employee provides information to
42 the employer that the leave is for a qualifying purpose under the Act.

43
44 d. Employees may request to use accrued sick leave to substitute for unpaid
45 FMLA leave for the employee's own serious health condition or serious
46 health condition of the employee's spouse, child, or parent.

1
2 e. The Employer may temporarily reassign an employee to an alternative
3 position in accordance with the collective bargaining agreement when it is
4 necessary to accommodate an intermittent leave or reduced work
5 schedule in accordance with the Act. Upon completion of an FMLA leave,
6 employees shall be returned to their original positions in accordance with
7 the Act.

8
9 f. Second or third medical opinions, at the Employer's expense, may be
10 required from health care providers where the leave is designated as
11 counting against an employee's FMLA leave entitlement in accordance
12 with the Act.

13
14 g. Return to work from an FMLA leave will be in accordance with the
15 provisions of the Act and the collective bargaining agreement.

16
17 11. Insurance Continuation. Health Plan benefits will continue in accordance with
18 the Act. However, contractual Health Plan benefits are not intended to be
19 diminished by this provision.

20
21 12. Medical Leave. Up to twelve (12) work weeks of paid or unpaid medical leave
22 during a twelve (12) month period, granted pursuant to the collective bargaining
23 agreement, may count towards an eligible employee's FMLA leave entitlement.

24
25 13. Annual Leave. When an employee elects to use annual or personal leave, and
26 it is determined, based on information provided to the Employer by that
27 employee or that employee's spokesperson if the employee is unable to do so
28 personally (in accordance with the Act), that the time is for a qualifying purpose
29 under the Act, the Employer may designate the time as FMLA leave and it will be
30 counted against the employee's twelve (12) work week FMLA leave entitlement if
31 the time is either:

32
33 a. To substitute for an unpaid intermittent or reduced work schedule; or

34
35 b. When the absence from work is intended to be for five (5) or more work
36 days.

37
38 14. Sick Leave. An employee may elect or the Employer may require the employee
39 to use sick leave to substitute for unpaid leave taken for a qualifying purpose
40 under the Act. Contractual requirements that an employee exhaust sick leave
41 before a personal medical leave commences shall continue.

42
43 In addition, an employee will be required to exhaust sick leave credits
44 down to eighty (80) hours before a FMLA family care leave commences. If it is
45 determined, based on information provided to the Employer by that employee or
46 that employee's spokesperson if the employee is unable to do so personally (in

1 accordance with the Act), that the time is for a qualifying purpose under the Act,
2 the Employer may designate the time as FMLA leave and it will be counted
3 against the employee's twelve (12) work week FMLA leave entitlement if the time
4 is either:

- 5
- 6 a. To substitute for an unpaid intermittent or reduced work schedule; or
- 7
- 8 b. When the absence from work is intended to be for five or more work days.
- 9

10 Annual leave or personal leave used in lieu of sick leave may be likewise
11 counted.

12

13 15. Parental Leave. Except as specifically provided herein, contractual parental
14 leave guarantees are unaffected by implementation of FMLA. An employee's
15 entitlement to parental leave will expire and must conclude within twelve (12)
16 months after the birth, adoption, or foster care placement of a child. However, in
17 accordance with the Act, an eligible employee is only entitled to up to a total of
18 twelve (12) work weeks of leave for foster care placement of a child. Up to twelve
19 (12) work weeks of leave will be counted towards the FMLA leave entitlement.
20 An employee may elect to substitute annual or personal leave for any portion of
21 the unpaid parental leave. Intermittent or reduced work schedules may only be
22 taken with the Employer's approval.

23

24 16. Light Duty. In accordance with the Act, if an employee voluntarily accepts a
25 light duty assignment in lieu of continuing on FMLA leave, the employee's right to
26 restoration to the same or an equivalent position, is available until twelve (12)
27 weeks have passed within the twelve (12) month period including all FMLA leave
28 taken and the period of light duty.

29

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33 **Letter of Understanding**

34 **State Worker 4**

35

36

37 The parties agree that employees assigned to the State Worker 4 classification in the
38 Labor and Trades and Safety and Regulatory bargaining units will be paid in the
39 range NERE 098P of the Compensation Plan. Issues related to State Worker 4
40 Compensation in the Department of Natural Resources are a proper subject of
41 discussion at Departmental Labor/Management Meetings.

42

43 Employees in the bargaining units classified as State Worker 4 will be paid within the
44 range as determined by the departmental employer. These rates are not to be
45 considered as steps in a pay range, and State Worker 4's do not advance through a
46 pay range based on hours of service. Any negotiated across the board pay increase

1 will not be applied to these pay rates unless mutually agreed otherwise. State
2 Worker 4's are temporary (non-career) employees and are not normally eligible for
3 any benefits, as listed in Appendix C. Should any State Worker 4 exceed 1040 hours
4 of work in a calendar year, the parties will meet to address the issue of employee
5 benefits.

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9 **Letter of Understanding**
10 **Payroll Deductions and Remittance**
11 **for Michigan Educational Trust**
12

13 The parties recognize that the State may offer state employees the opportunity
14 for payroll deduction in conjunction with individual employee's participation in the
15 Michigan Educational Trust (M.E.T.) Program. In the event the State initiates a
16 payroll deduction opportunity for M.E.T. participants, members of the bargaining unit
17 who are M.E.T. participants will be offered the opportunity to individually initiate
18 enrollment in such state program.

19
20 It is understood that initiation and continuation of the M.E.T. payroll deduction
21 program is subject to the provisions of applicable statutes and regulations, and will be
22 administered in accordance with such laws and regulations. Should the State
23 determine to alter, amend, or terminate such M.E.T. payroll deduction program, the
24 State will provide the union advance notice and, upon union request, meet to review
25 and discuss the reasons for such actions prior to their implementation.

26
27 For purposes of administering contractual union security provisions and payroll
28 accounting procedures, it is understood and agreed that such M.E.T. deduction, if
29 and when individually authorized by the employee, will be taken only when the
30 employee has sufficient residual earnings to cover it after deductions for any
31 applicable employee organization membership dues or service fees have been
32 made.

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36 **Letter of Understanding**
37 **Cafeteria Benefits Plan**
38

39 During 1992 negotiations between the State of Michigan and the MSEA, the
40 parties agreed that a Cafeteria Benefits plan will be offered for all Bargaining Unit
41 members beginning FY1993-94. The Cafeteria Benefits Plan will be offered to all
42 Bargaining Unit members during the annual enrollment process conducted during the
43 summer of 1993 and will be effective the first full pay period in October, 1993 or as
44 soon thereafter as administratively possible.
45

1 The Cafeteria Benefits Plan will consist of the group insurance programs and
2 options available to Bargaining Unit members during FY1992-93 with three
3 exceptions: (1) Financial incentives will be paid to employees selecting HMO or a
4 new Catastrophic Health Plan rather than Standard Health Plan coverage; (2) A
5 financial incentive will be paid to employees selecting a new Preventive Dental
6 coverage rather than the Standard State Dental Plan; and (3) Employees will have a
7 new option available under life insurance coverage (one times salary or \$50,000
8 rather than two times salary). Premium splits in effect during FY1992-93 will continue
9 during FY1993-94, FY1994-95 and FY1995-96.

10
11 The parties discussed the manner in which employees will make individual
12 benefit selections under the Cafeteria Benefits Plan and Enrollment Form to
13 communicate: The benefit credits given to each employee; any current individualized
14 enrollment information on file with the Employer; and the benefit selections available
15 including costs or price tags. Changes in benefit selections made by employees may
16 be made each year during the annual enrollment process or when there is a change
17 in family status as defined by the IRS.

18
19 During FY94, financial incentives to be paid are: \$125 to employees selecting
20 HMO coverage; \$1300 to employees selecting Catastrophic Health Plan coverage;
21 and \$100 to employees selecting the Preventive Dental Plan. Incentives are paid
22 each year and are the same regardless of an employee's category of coverage. For
23 example, an employee enrolled in employee-only coverage electing the Catastrophic
24 Health Plan for FY94 will receive \$1300 as will an employee enrolled in full-family
25 coverage electing the Catastrophic Health Plan. Incentives to be paid will be
26 determined in conjunction with the annual rate setting process administered by the
27 Department of Civil Service and the State Personnel Director. The amount of the
28 incentive to be paid to employees selecting the lower-level of life insurance coverage
29 is based on an individual's annual salary and the rate per \$1000 of coverage, and
30 therefore may differ from employee to employee.

31
32 Financial incentives paid under the Cafeteria Benefits Plan to employees
33 electing HMO, Catastrophic Health or Preventive Dental Plan coverage will be paid
34 biweekly. As discussed by the parties, incentives can be taken in "cash" on an after-
35 tax basis or directed on a pre-tax basis into the Flexible Spending Accounts or
36 Deferred Compensation Plans. Similarly, any additional amounts received as the
37 result of selecting less expensive life insurance coverage will be paid biweekly.

38
39 The parties agree to meet as soon as possible following Civil Service
40 Commission approval for the purpose of discussing disseminating information about
41 the Cafeteria Benefits Plan.
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Letter of Understanding
Voluntary Work Schedule Adjustment Program
Michigan State Employees Association

Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the Program by submitting a completed standard Voluntary Work Schedule Adjustment Agreement form to his or her supervisor, a facsimile of which is attached and incorporated as part of this Agreement. Employees continue to have the right, by not submitting a standard agreement form, to not participate in any of the Program's two Plans.

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and Appointing Authority. In all other cases, once approved, the individual agreement may be terminated by the Appointing Authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the Appointing Authority). Termination shall be at the end of the pay period. Termination of the agreement by the Appointing Authority shall not be grievable.

Plan A. Bi-Weekly Scheduled Hours Reduction.

A.1. Eligibility.

Only full-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan A.

A.2. Definition.

With the approval of the supervisor and the Appointing Authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the Agreement. The employee may enroll for a minimum of one (1) pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs A.3 and A.4 below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours. Time off on Plan A will be counted against an employee's twelve work week entitlement under the Federal Family and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if all other requirements of the law and collective bargaining agreement are met.

A.3. Insurances.

All state-sponsored group insurance programs, including long term disability, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

A.4. Leave Accruals and Service Credit.

1 Annual leave and sick leave accruals shall continue as if the employee had
2 worked or was in approved paid leave status for eighty (80) hours per pay period for
3 the duration of the Agreement. State service credit shall remain at eighty (80) hours
4 per pay period for purposes of longevity compensation, pay step increases,
5 employment preference, holiday pay, and hours until rating. Employees shall incur
6 no break in service due to participating in Plan A.

7 8 **Plan C. Leave of Absence.**

9 10 **C.1. Eligibility.**

11 Full-time and part-time employees who have satisfactorily completed their
12 probationary period in the state classified service shall be eligible to participate in
13 Plan C. Permanent-Intermittent employees are not eligible to participate.
14

15 **C.2. Definition.**

16 With the approval of the supervisor and the Appointing Authority, an employee
17 may elect to take one (1) unpaid leave of absence during the fiscal year for a period
18 of not less than one (1) pay period and not more than three (3) months. The three (3)
19 month period is not intended to be cumulative. Time off on Plan C leave will count
20 against an employee's twelve work week leave entitlement under the Federal Family
21 and Medical Leave Act, if such time off is for a qualifying purpose under the Act and if
22 all other requirements of the law and collective bargaining agreement are met.
23

24 **C.3. Insurances.**

25 All state-sponsored group insurance programs with the exception of long term
26 disability (LTD) insurance, in which the employee is enrolled shall be continued
27 without change in coverage, benefits, or premiums for the duration of the leave of
28 absence, by the employee pre-paying the employee's share of the premiums for the
29 entire period of the leave of absence. LTD coverage will not continue during the
30 leave of absence, but will be automatically reinstated immediately upon termination of
31 the leave of absence. If an employee is enrolled in the LTD insurance program at the
32 time the leave of absence is initiated and becomes eligible for disability benefits
33 under LTD during the leave of absence, and is unable to report to work on the
34 agreed-upon termination date for the leave of absence, the return-to-work date shall
35 become the date established for the disability, with the commencement of sick leave
36 and LTD benefits when the sick leave or waiting period is exhausted, whichever
37 occurs later.
38

39 **C.4. Leave Accruals.**

40 Accumulated annual leave, personal leave, and sick leave balances will
41 automatically be frozen for the duration of the leave of absence. The employee will
42 not accrue leave credits during the leave of absence.
43

44 **C.5. Service Credit.**

45 An employee shall incur no break in service due to participating in Plan C.
46 However, no state service credit will be granted for any purpose.

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4 **Letter of Understanding**
5 **Human Resources Management Network (HRMN)**
6

7 During negotiations in 2001 the parties reviewed changes in terminology that resulted
8 from the implementation of the new payroll-personnel system, HRMN. The parties
9 have elected to continue to use terminology that existed prior to the implementation
10 of HRMN even though that same terminology is not utilized in HRMN. The parties
11 agree that the HRMN terminology does not alter the meaning of the contract
12 language unless specifically agreed otherwise.
13

14 An example of this are the terms "transfer, reassignment, and demotion" which are
15 called "job change" in HRMN. The HRMN history record will show each of these
16 transactions as a job change, however they will continue to have the same
17 contractual meaning they had prior to the implementation of HRMN.
18
19
20

21 **LETTER OF UNDERSTANDING**
22 **MSEA and Office of the State Employer**
23

24 The parties have discussed the parking/transportation benefit authorized by the
25 Internal Revenue Code, which allows employees to pay parking or transportation
26 expenses out of pre-tax income under certain circumstances. Among the factors
27 discussed was that taking advantage of the parking/transportation benefit reduces an
28 employee's taxable income, and therefore could slightly reduce the amount of the
29 employee's Social Security benefit.
30

31 The parties agree as follows:
32

- 33 1. For bargaining unit employees who pay for parking through payroll
34 deduction, the Employer will implement the pre-tax payroll deduction
35 benefit effective with the August 16, 2001 pay date. Prior to
36 implementation, employees will be offered the opportunity to opt out of
37 the benefit (i.e., to continue payroll deduction from after-tax income).
38
- 39 2. As soon as administratively feasible, bargaining unit employees who do
40 not have payroll deduction for parking will be offered the opportunity to
41 establish an account for the purpose of reimbursing out-of-pocket
42 parking expenses. The employee determines the amount of pre-tax
43 income to set aside, and then submits parking receipts for
44 reimbursement from this account.
45

and necessary personal business. The sixteen (16) hours initial grant of annual leave shall not be credited to an employee more than once in a calendar year.

Allowance - Subsequent to the initial leave grant, annual leave shall not be credited and available for use until the employee has completed 720 hours of paid service in the initial appointment. Paid service hours, excluding overtime, shall be credited toward completion of the initial 720 hour period.

Annual Leave shall be earned for each completed pay period as scheduled according to the following:

ANNUAL LEAVE ACCUMULATION SCHEDULE

<u>Years</u>	<u>Accrual</u>	<u>Accumulation</u>
0-1	5.3 hours per pay period	344
1.5 years	6.1 hours per pay period	344
5-10 years	6.9 hours per pay period	364
10-15 years	7.7 hours per pay period	383
15-20 years	8.5 hours per pay period	403
20-25 years	9.2 hours per pay period	409
25-30 years	10.0 hours per pay period	422
30-35 years	10.9 hours per pay period	422
35-40 years	11.7 hours per pay period	422
40-45 years	12.5 hours per pay period	422
45-50 years	13.3 hours per pay period	422
Etc.		

Paid service in excess of a completed pay period will not be counted toward annual leave accumulation. No annual leave in excess of 240 hours shall be included in final average compensation for the purpose of calculating retirement benefits.

Personal Leave Grant - Permanent full-time non-Probationary employees shall receive two days of personal leave which shall equate to thirty-two (32) hours of personal leave to be used in accordance with normal requirements for annual leave usage.

5. Seniority Hours - Seniority shall be earned in accordance with The provisions of Article 11, Section A.. of the primary agreement. This provision shall be applied retroactively such that the seniority of Fire Crash Rescue Officers shall equate to their continuous service hours as recorded in the continuous service hours counter.

1 If the employee moves from a position that is based on a 104 hour standard to any
2 other position that is based on an 80 hour standard, the employer shall convert
3 seniority hours of Service in accordance with the 80 hour standard prior to such
4 move. Annual and sick leave accumulations will remain as earned, however, upon
5 placement into the new position, the biweekly annual leave accrual will be based on
6 the appropriate step in the annual leave accumulation schedule equivalent to years
7 of service. Sick leave accrual will revert to the current 80 hour accumulation
8 standard.

9
10 6. Continuous Service Hours - Employees will be credited with 80 continuous
11 service hours for every completed pay period.

12
13 7. Probationary Service Ratings - Probationary service ratings shall be issued in
14 accordance with current practice for 80 hour employees

15
16 8. Hours to Step - For the purpose of crediting time toward scheduled step
17 increases, a maximum of 80 hours will be credited to each employee each pay
18 period in which a minimum of 80 hours of paid service is completed.

19
20 9. Overtime Compensation - Employees shall be compensated at the overtime rate
21 for hours worked in excess of 212 in a 28 day cycle or hours worked outside, of
22 the employee's regular schedule. The work period is defined as 28 consecutive
23 calendar days.

24
25 10. Holiday Pay - Employees shall receive 5.2 hours of compensatory time or cash
26 payment per pay period in lieu of holiday pay. Requests to receive cash
27 payment shall be submitted in writing annually, no later than August 15th, and
28 shall become effective the first full pay period in October.

29
30 11. Temporary Military Leave of Absence - Employees shall be paid the difference
31 between the gross military pay received and their regular rate of gross pay up to
32 the amount the employee would normally receive based on the work schedule
33 for that pay period. To be eligible for such payment, employees shall provide to
34 the employer a copy of their military pay record for such period of time.

35
36 12. Shift Differential - Will not be paid to employees.

37
38 13. Longevity - Eligibility and payment shall be in accordance with the current
39 standard and schedule for 80 hour employees in accordance with the primary
40 agreement.

41
42 14. Lost Time - Hours which are regularly scheduled but not worked in a pay period
43 and not covered by authorized Leave shall be considered lost time.

44
45 For Seniority Hours.- Lost time will be reflected on an hour-for-hour basis.

1 For Continued Service: For each 1.3 hours (or fraction thereof) of lost time, 1 hour (or
2 appropriate fraction thereof) of lost time will be deducted from the employee's 80
3 hour counter, longevity counter, hours to step, service rating hours, and annual leave
4 probation hours for that pay period.

5
6 15. Retirement - In accordance with State Employees Retirement Act

7
8 16. Reopener - This Letter of Understanding is subject to secondary negotiations.
9

10
11
12 **Letter of Understanding**
13 **The Department of Natural Resources (DNR)**
14 **And**
15 **Michigan State Employees Association (MSEA)**
16 **Safety and Regulatory Unit**
17 **And**
18 **Office of the State Employer**
19

20 The parties agree that employees in Seasonal positions will be allowed to place their
21 names on the appropriate transfer list to be considered for full-time permanent
22 positions at their current worksite. The application of the transfer process will
23 continue to adhere to Article 13 of the contract and it's identified parameters.
24

25
26
27 **Letter of Understanding**
28 **Motor Carrier Compensation**
29

30 The parties have discussed the impact of the eighteen month probationary period on
31 the compensation of Motor Carrier Officers. It is the intent of the parties to maintain
32 the same pay progression that existed prior to the implementation of the eighteen
33 month probationary period. The parties therefore agree to have the end of one year
34 step in schedule A02-009 be equal to the end of one year step in schedule A02-009
35 E10. The parties further agree that a Motor Carrier Officer 09 will receive no
36 additional increase based on their reallocation to the Motor Carrier Officer E10 level
37 after 18 months of satisfactory service. Thereafter, progression through the schedule
38 will continue in accordance with current practice.
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42 **Letter of Understanding**
43 **Motor Carrier and State Property Security Officer Recruit School**
44

45 The nature of training of Motor Carrier Officer (RCRT) 9's and State Property Security
46 Officer 7's at the Michigan State Police Academy mandates the scheduling of at least

1 twenty-four (24) hours per week in overtime. It is therefore agreed that the
2 compensation paid to a Motor Carrier Officer (RCRT) 9 and State Property Security
3 Officer (RCRT) 7 while in recruit school shall include base wages plus compensation
4 for overtime at the rate of time and one-half (1 ½) as provided in this Agreement.
5 The overtime earned prior to the completion of recruit school shall not be less than
6 twenty-four hours times the number of weeks of recruit school, or the Employer
7 agrees to pay the difference between overtime worked and the aforementioned
8 amount. In the event that a Motor Carrier Officer (RCRT) 9 or State Property
9 Security Officer (RCRT) 7 leaves employment prior to completion of recruit school,
10 the overtime payment shall equal twenty-four hours times the number of weeks
11 actually in attendance at the recruit school. Only completed weeks shall be counted
12 in its computation.